

TITLE: TECHNICAL ASSISTANCE FOR USAID'S CLEAN TECHNOLOGY INITIATIVE
The contractor shall provide requisite technical assistance to USAID/New Delhi and ICICI Bank to implement this phase of CTI activity and program elements to promote Environmental improvement in the industrial, transport and urban sector in the Taj Trapezium zone area aiming to prevent further degradation of Taj Mahal, especially due to air pollution from industries and local transport in and around Agra City.

You are invited to submit a proposal/bid in accordance with the requirements of the following Solicitation: ☒ Request for Proposal, ☐ Invitation for Bid. Proposals/Bids must be received by the Government no later than the local time on the Due Date stated in the table below. Potential offerors/bidders are asked to complete and submit a proposal/bid intent form

See Section L (Section C if SF 1449 is used) for proposal/bid instructions

ALL AMENDMENTS TO THIS SOLICITATION WILL BE MADE AVAILABLE THROUGH THE GOVERNMENT HOMEPAGE AT <http://www.usaid.gov/india>

IT IS THE OFFEROR'S RESPONSIBILITY TO CHECK THIS SITE PERIODICALLY FOR OFFICIAL UPDATES/ AMENDMENTS TO THE SOLICITATION.

Solicitation Number:	386-03-004
Issue Date:	01-02-2003
Due Date:	02-18-2003
Time:	1600hrs, India
Program Office:	EEE
Contracting Officer:	J. J. Kryschtal
Contact Point:	P. Shashidharan Menon
Phone:	91-11-2419-8019
Fax:	91-11-2419-8390
E-Mail:	pmenon@usaid.gov
Set Aside:	

PERTINENT TECHNICAL SECTIONS OF SOLICITATION

Offerors are encouraged to carefully read the entire Solicitation by scrolling downward. The Solicitation includes all pertinent technical sections imbedded in the document as well as the terms,conditions and instructions required for submitting a proposal. For your convenience, the pertinent technical sections of the Solicitation have also been linked directly below (in WordProcessing and Adobe PDF format):

Statement of Work
Evaluation Criteria

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF 1		PAGES 64	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 386-03-004		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 01-02-2003		6. REQUISITION/PURCHASE NUMBER 386-0530-3-02010	
7. ISSUED BY Regional Contracting Office US Agency for International Development 9000 New Delhi Place, Washington DC.20521-9000 Tel:91-11-2419-8796;Fax:91-11-2419-8390				CODE 386		8. ADDRESS OFFER TO (If other than Item 7) P. Shashidharan Menon address same as at block. 7			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until 1600hrs, India local time 02-18-2003
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME P. Shashidharan Menon		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 91-11-2419-8019		EXT. 	C. E-MAIL ADDRESS pmenon@usaid.gov

11. TABLE OF CONTENTS

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	5	X	I	CONTRACT CLAUSES	15
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	1 + 7
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	7
X	F	DELIVERIES OR PERFORMANCE	2				
X	G	CONTRACT ADMINISTRATION DATA	4	X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	6
X	H	SPECIAL CONTRACT REQUIREMENTS	4	X	M	EVALUATION FACTORS FOR AWARD	3

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY Controllers Office US Agency for International development 9000 New Delhi place, Washington DC. 20521-9000. Tel:91-11-2419-8447; FAX:91-11-2419-8454		
26. NAME OF CONTRACTING OFFICER (Type or print) J. J. Kryschtal Regional Contracting Officer	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Table of Contents

	Page
PART I - THE SCHEDULE.....	B-1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	B-1
B.1 PURPOSE	B-1
B.2 CONTRACT TYPE AND CONTRACT SERVICES	B-1
B.3 PRICE SCHEDULE.....	B-1
B.4 COST REIMBURSABLE.....	B-1
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....	C-1
C.1 STATEMENT OF WORK.....	C-1
2. STATEMENT OF WORK	C-2
SECTION D - PACKAGING AND MARKING.....	D-1
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	D-1
SECTION E - INSPECTION AND ACCEPTANCE.....	E-1
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	E-1
E.2 INSPECTION AND ACCEPTANCE	E-1
SECTION F - DELIVERIES OR PERFORMANCE	F-1
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	F-1
F.2 PERIOD OF PERFORMANCE	F-1
F.3 PERFORMANCE STANDARDS.....	F-1
F.4 REPORTS AND DELIVERABLES OR OUTPUTS	F-1
F.5 PROGRESS REPORTING REQUIREMENTS	F-1
F.6 LEVEL OF EFFORT	F-1
F.7 KEY PERSONNEL	F-2
F.8 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI.....	F-2
SECTION G - CONTRACT ADMINISTRATION DATA.....	G-1
G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998).....	G-1
G.2 ADMINISTRATIVE CONTRACTING OFFICE	G-2
G.3 COGNIZANT TECHNICAL OFFICER (CTO).....	G-2
G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	G-2
G.5 PAYING OFFICE.....	G-4
G.6 ACCOUNTING AND APPROPRIATION DATA	G-4
SECTION H - SPECIAL CONTRACT REQUIREMENTS	H-1
H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	H-1
H.2 INSURANCE AND SERVICES	H-1
H.3 AUTHORIZED GEOGRAPHIC CODE	H-2
H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES	H-2
H.5 LOGISTIC SUPPORT.....	H-2
H.6 LANGUAGE REQUIREMENTS.....	H-2
H.7 PERSONNEL COMPENSATION	H-2
H.8 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT	H-4
H.9 EXECUTIVE ORDER ON TERRORISM FINANCING	H-4

PART II - CONTRACT CLAUSES	I-1
SECTION I - CONTRACT CLAUSES.....	I-1
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	I-1
I.2 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)	I-3
I.3 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990).....	I-5
I.4 52.232-12 ADVANCE PAYMENTS (MAY 2001) ALTERNATE II (MAY 2001).....	I-5
I.5 52.232-25 PROMPT PAYMENT (FEB 2002).....	I-10
I.6 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997).....	I-13
I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	I-14
I.8 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)	I-14
I.9 COMMUNICATIONS PRODUCTS (OCT 1994).....	I-15
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....	J-1
SECTION J - LIST OF ATTACHMENTS	J-1
PART IV - REPRESENTATIONS AND INSTRUCTIONS.....	K-1
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.....	K-1
K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	K-1
K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998).....	K-1
K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)	K-2
K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997).....	K-3
K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999).....	K-4
K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).....	K-5
K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	K-5
K.8 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)	K-5
K.9 INSURANCE - IMMUNITY FROM TORT LIABILITY	K-6
K.10 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS	K-6
K.11 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS	K-7
K.12 SIGNATURE	K-7
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....	L-1
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	L-1
L.2 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)	L-1
L.3 52.216-1 TYPE OF CONTRACT (APR 1984).....	L-2
L.4 52.233-2 SERVICE OF PROTEST (AUG 1996).....	L-2

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	L-3
L.6 GENERAL INSTRUCTIONS TO OFFERORS	L-3
L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL	L-4
L.8 INSTRUCTIONS REGARDING KEY PERSONNEL.....	L-5
L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL.....	L-5

SECTION M - EVALUATION FACTORS FOR AWARD..... M-1

M.1 EVALUATION CRITERIA.....	M-1
M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD	M-2
M.3 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES	M-3
ATTACHMENT 1 IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS	1-1
ATTACHMENT 4 CERTIFICATE OF CURRENT COST AND PRICING DATA.....	1-8

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

The purpose of this contract is to obtain services of a contractor to provide Technical Assistance to USAID/India for its Clean Technology Initiative project.

B.2 CONTRACT TYPE AND CONTRACT SERVICES

This is a Cost Reimbursement- completion contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E.

B.3 PRICE SCHEDULE

Illustrative Price/Cost Budget:

(Amount in US Dollars / Indian Rupees)

Sl. No	Cost Category	UBDR	No.of Days/Unit	Amount	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr
1	Labor								
2	Short Term Consultants<								
3	Travel								
4	Per Diem								
5	Other Direct Costs								
6	Training/Seminar/Workshop								
7	G & A / Overheads								
	Total<								

B.4 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK

1. Background

1.1 Program Overview

Trade in Environmental Services and Technologies (TEST) was signed in September '92. The major objective of the TEST was to address India's industrial pollution problem through long-term linkages between U.S. and Indian environmental services and technologies (EST's) providers and consumers. In mid 1998, TEST was reoriented toward promoting voluntary initiatives by Indian industry to reduce greenhouse gases (GHG) emissions. In this phase, TEST supported a Clean Technology Initiative (CTI) to strengthen incentives for enhancing the capacity of Indian industry to adopt cleaner technologies and certified environmental management systems (EMS) that lead to reduced GHG emissions. CTI phase of TEST featured two program elements: (i) incentive and capacity improvement in Indian industry; and (ii) commercially-oriented technology operation. While the first element focused on promoting voluntary adoption of environmental management systems (EMS) viz. ISO 14000, Benchmarking and Greening the Supply Chain Mechanism (GSCM) by the Indian industry, the second element supported the emphasis on incentives and institutional capacity strengthening by catalyzing the availability of information, financing and technical assistance to accelerate the use of improved environmental technologies and practices. This effort was primarily focused on selected rapidly growing industrial sectors that were major GHG emitters and also major polluters and were likely to accelerate their use of cleaner technologies if they received targeted technical and financial assistance.

TEST/CTI, scheduled to expire in September 30, 2002, has now been extended for another period of five years beginning October 1, 2002 to pursue a new phase by redirecting the strategic and geographic focus. In this phase, the project will continue to implement CTI with a special focus on selected rapidly growing and polluting industries in Taj Trapezium Zone (TTZ) area in and around Agra. The goal is to prevent the further degradation of the Taj Mahal due to local pollution effects, especially from the air pollution emanating from the industries and transport sector. Mission also decided to use CTI funds to co-finance demonstration projects/activities aimed at improving urban environment (waste management and disposal practices and awareness campaigns for urban households, involving community and NGO participation), and to promote commercialization of off-grid/mini-grid solar PV, small and mini-hydro, and biomass power in this new phase.

CTI's emphasis on industrial environment will also be used to develop linkages with ADB's proposed Taj Mahal Environmental Improvement Project (TMEIP) in and around Agra. CTI will expose industries to opportunities that modify existing processes and technologies and/or replace them with new cleaner processes and technologies. _1.2 Program Environment

CTI will broaden partnerships with U.S. and Indian institutions while deepening and diversifying the relationship with ICICI Bank Limited, the project's primary implementation partner. ICICI Bank Limited and the technical assistance contractor will work in partnership with Indian and U.S. organizations utilizing USAID's special program resources such as the Development Credit Authority (DCA), U.S. Asia Environmental Partnership (USAEP), and the Global Development Alliance (GDA) framework, thus leveraging additional resources for investments in clean technologies. The information about USAID's DCA, USAEP and GDA programs is available on AID/Washington website: www.usaid.gov. ICICI Bank Limited with its own technical and management resources and leadership of the financial assistance component of the project, will continue to assist in mobilizing contributions from a variety of other institutions closely linked to industrial capacity development such as, Confederation of Indian Industry (CII), Federation of Indian Chamber of Commerce and Industry (FICCI), Society of Indian Automobile Manufacturers (SIAM), and Indian commercial banking sector.

1.3 Objectives of CTI Activity

The TEST/CTI activity contributes to USAID/India's ongoing goal of assisting Indian industries to implement the Clean Technologies Initiative as part of the global climate change program focusing on GHG emissions reduction initiatives and related energy efficiency improvements. This falls under USAID's Strategic Objective 16 Improved Access to Clean Energy and Water in Selected States and will contribute to the overall results report. This phase of the CTI provides a mechanism to implement at least four of the Mission's cross cutting themes of governance, urban issues, partnerships and cutting edge technologies. The project also directly supports the GOI's goal of preventing further degradation of the Taj Mahal due to air pollution. FYI, in 1994, the Indian Supreme Court ruled that "polluting industries" should be removed from the Taj Trapezium to help meet this goal.

1.4 CTI Program Elements

This phase includes five program elements:

- i) Incentive and capacity improvement in Indian industry with special emphasis on small and medium industries to adopt environmental management systems (ISO 14000, Benchmarking and Greening the Supply Chain Mechanism) and cleaner production technologies in and around Agra. For instance, the experiment of small scale industry cluster approach successfully completed under the earlier phase of CTI to promote ISO14000 certifications in small scale units of dye and dye-chemical industries in Ludhiana, Punjab could be replicated with Foundry and Glass & Bangles industries in Agra and Ferozabad area.
- ii) Commercially-oriented technology cooperation by catalyzing the availability of information, co-financing, and technical assistance to accelerate the use of improved, eco-friendly, and cleaner production technologies. This includes promoting generation and commercialization of power (off-grid/mini-grid) from renewable sources of energy by financing demonstration projects. Renewable energy power generation (such as biomass power, sugar cogeneration and solar, hydrogen fuel cells, mini-hydro, etc.) in TTZ territory with the view to augment supply to the city/industry (through mechanisms such as wheeling/banking, third party sales) so that polluting diesel engines are not used. The concept of generating green power to save the Taj could provide a boost to renewable power generation in the state of Uttar Pradesh as well. It is estimated that Agra needs an additional 150 MW at peak time which can be met by cogeneration and other renewable energy projects.
- iii) Facilitate partnerships to leverage resources using USAID mechanisms such as Development Credit Authority, U.S. Asia Environmental Partnership, and Global Development Alliance with Indian and U.S. organizations such as financial institutions, industry and NGOs to address developmental issues related to energy, environment and transport sectors.
- iv) Create public awareness and media support for clean and alternative fuel vehicles to reduce air-pollution from vehicular emissions in the transport sector. This component could include seminars, workshops and media campaigns to promote public awareness and demonstration of alternative energy driven vehicles and inspection and maintenance (I&M) of in-use vehicles in Agra in partnership with industry associations such as Society of Indian Automobile Manufacturers (SIAM).
- v) Develop linkages with the Asian Development Bank's (ADB) proposed Taj Mahal Environmental Improvement Project (TMEIP) to focus on activities to promote environmental improvement in the industrial and urban sector. The urban sector activities would include: waste management and disposal practices; awareness campaign for urban households involving civic authorities; community and NGO participation. The urban sector activities could also be undertaken independently by leveraging financing from other sources if ADB's project is not in place.

2. STATEMENT OF WORK

The contractor shall provide requisite technical assistance to USAID/New Delhi and ICICI Bank (the GOI designated implementing agency for the CTI project) to implement this phase of CTI activity and program elements, as detailed above, to promote environmental improvement in the industrial, transport and urban sector in TTZ area aiming to prevent

further degradation of Taj Mahal, especially due to air pollution from industries and local transport in and around Agra. While providing the technical assistance, the contractor shall also keep in mind USAID's interest in promoting:

1. Development of private sector clean energy and energy efficiency projects and facilitating co-financing from ICICI Bank.
 2. Fostering gender awareness and impact assessment.
 3. Links between eco-friendly technologies and human health.
 4. Training of employees in new technologies
 5. Equitable access to technical assistance by all industry members
3. Expected Deliverables
- i. Develop good working relationship with industries located in the TTZ area building on, but not limited to, the current industry associations. Using these relationships understand industry inefficiencies, technology problems, environmental problems, workers' conditions, and financial constraints, the contractor shall identify and develop at least ten efficiency improvement and technology up-gradation projects with private sector and refer them to ICICI Bank for co-financing. Possible target industries and areas include, but not limited to: glass and bangles industries in Ferozabad, diesel engine manufacturers and foundries in Agra and urban transportation in TTZ.
 - ii. Raise awareness on environmental management system such as the ISO 14000 certification process, Benchmarking, Greening the Supply Chain and on the use of alternative-fuel vehicles and inspection and maintenance (I&M) for in-use vehicles. Identify businesses within the industries that are good candidates for certification and assist them with the process to adopt and implement EMS, especially ISO certifications.
 - iii. The contractor is required to conduct four training/workshops/awareness events per year.
 - iv. Identify industry best practices for foundries, glass and bangle industries. Advocate (stressing 'Why' these are so important to them and their businesses) usage of these practices by businesses to reduce environmental impact in TTZ area. These practices could include efficiencies in the production process, by-product generation, reduction in natural resource use, and improvement on human health conditions in a cost-effective manner. The contractor shall gather information to produce manual of best practices and disseminate the same to the industries at the workshop, as appropriate.
 - v. Develop good working relationships with the municipalities and public works departments in TTZ. Identify best practices for improved water and sanitation services, such as, wastewater treatment, drainage and solid waste management and provide technical assistance to assist municipalities and public works departments in the implementation of best practices in the TTZ area.
 - vi. Work with the industries, engineers, manufactures, and technical experts and provide needed technical assistance to help design a cost-effective gas-fired cupola (furnace) for the foundry and glass industries. Identify at least 2-3 industry partners willing to co-finance and set up demonstration projects to validate the technical and economic viability of these cupolas to accelerate the use of improved and cleaner production technologies.
 - vii. Work with sugar mills of U.P., in and around Agra and identify at least 2-3 mills willing to develop potential small biomass cogeneration pilot projects which can sell power to the city's electrical ring main system and thus eliminate the need for polluting captive diesel sets that are prevalent in Agra - in shops, hotels, offices etc. polluting the Taj. The contractor is required to facilitate the co-financing of these demonstration projects from ICICI Bank out of the USAID/ICICI Technology Development and Commercialization (TDC) resources.
 - viii. Leverage limited USAID resources by providing technical assistance only to complement the ADB project, if and when in place, in CTI focus areas as covered in the SOW described above. Promote USAID partnership tools such as Global Development Alliance, U.S. Asia Environmental Partnership, and Development Credit Authority, as appropriate.

ix. Coordinate closely with USAID's Greenhouse Gas Pollution (GEP) and Energy Conservation and Commercialization (ECO) projects and other grantees of CTI to leverage project resources and information exchange for outreach activities, as appropriate.

4. Implementation/Management Plan

ICICI Bank, formerly Industrial Credit and Investment Corporation of India (ICICI), will continue as the CTI project implementation agency on behalf of the GOI. ICICI Bank will be responsible for the overall implementation of this phase under the strategic guidance of USAID/India and in collaboration with the technical assistance support to be provided by the USAID contractor.

The Contractor, preferably India based, must have access to short term U.S. and international consultants. The Contractor shall provide a Team Leader/ Chief of Party who will be supported by one full-time Environmental Management Specialist, one full-time Technology/Program Support Manager, and related support staff. In addition, short-term Indian and U.S. (or other third country) technical experts, including NGO's and CBO's resources, as needed, will be provided by the TA Contractor. The Contractor shall coordinate project activities with Indian and U.S. organizations such as USAEP, SIAM, FICCI, CII etc. to ensure the accomplishment of CTI objectives.

5. Implementation Tasks and Management

The Contractor shall develop and carryout, but not limited to the following, tasks/activities and management tools to assist in the achievement of the results.

Implementation Plan

An initial annual implementation plan will be required within 30 days from the effective date of contract. The plan will describe activities planned to be undertaken to facilitate start-up of the described tasks, anticipated delays/problems and steps to resolve them, and planned activities to be undertaken to facilitate start-up. The plan will also include a description of any proposed deviations from the contractor's technical approach as contained in their proposal and a discussion of the why the deviation is recommended.

Annual Work Plans

Thereafter, an annual work plan will be required for the duration of the contract. The work plan will include projected tasks for the coming year, grouped by task components, a discussion of how these activities will build on previous tasks and any changes in strategy. The plan will also include a matrix or chart listing indicators and results and show current levels of accomplishments towards those indicator and results.

Results Indicators

The contractor will be responsible for developing realistic, measurable result indicators as a way of reporting on project performance within 60 days from the start of the contract. These targets will be clearly identified and mutually agreed upon with the Mission.

Quarterly Progress Reports

The progress reports will provide in detail the progress made in implementing each task and results achieved. These reports will also assess the success and/or failure of particular tasks as they relate to the strategy employed in reaching the required results. The contractor will submit these reports 30 days after the end of the quarter, using January-March, April-June, July-September and October-December, as the reporting periods.

Relationships

The Chief of Party and/or Team Leader shall report directly to the Cognizant Technical Official (CTO).

ABD Project/WorkPlan

Objectives and Scope of the Taj Mahal Environmental Improvements Project

The proposed Project will contribute to improving the quality of life and reducing poverty in the Taj Trapezium Zone (TTZ), thereby allowing people to live and work in harmony with their cultural and natural environment. The specific objective of the Project is to improve the environment in the Project area in a sustainable way, to better the health status of the population and to increase tourism to TTZ. The Project area will include urban centers in the districts of Agra, Mathura and Ferozabad. The scope of the Project is in five parts, described in the following paragraphs.

I. Part A: Public Support for Environmental Improvements

1. Agra is an unhappy city. Citizens complain of inadequate infrastructure, industrialists complain that they are being driven out of business by environmentalists, and the hospitality industry complains that the tourist does not stay in Agra. The need to institutionalize a participatory approach in all aspects of the Project and ensure accountability and sustainability is evident. This part of the Project will continue the process of public consultations initiated during Project preparation, to promote stakeholder involvement in design and implementation. The Project beneficiaries will be consulted about project operations and informed about implications to the community in terms of benefits and responsibilities. At the same time, information on beneficiaries' needs and expectations from urban services will flow to the project management teams, enabling timely corrective action. Public awareness programs will educate communities about environmental sanitation and health linkages, and specific training programs and capacity building measures will be implemented. Increasing local control and ownership will also be essential to increasing local benefits from tourism.

2. The UP Pollution Control Board (UPPCB) has the primary responsibility for enforcing emission controls in TTZ. Effective enforcement of environmental legislation needs scientifically collected and evaluated evidence. This requires more technical capability than UPPCB currently has. Environmental monitoring systems will be strengthened to provide a stronger basis for public awareness programs, as well as for decision-making on environmental issues, based on cause-effect and impact analyses of the monitoring data. Besides expanding the scope of existing ambient air quality monitoring by increasing the number of monitoring sites and pollutants surveyed, assistance will be provided to develop standard protocols for sampling and analysis, develop manuals, provide training to UPPCB personnel, and undertake supporting surveys of human health impacts.

II. Part B: Taj Mahal Environmental Improvements

a. Air Pollution Control

1. In principle, there are three methods for reducing air pollution concentrations: decrease the polluting activity, decrease the emission rate, or relocate the emitting activity. Several components are proposed, using a combination of these techniques, to improve Agra's air quality: (a) extend---afforestation in TTZ; (b) improve industrial operations in TTZ by converting to cleaner fuel technology, with focus on the foundry industry in Agra and glass-making units in Ferozabad; (c) improve public transport system in Agra, by converting commercial vehicles to cleaner fuel and improving traffic flows and management; and (d) construct bypass roads to divert heavy traffic outside the city (surveys estimate that only half of heavy goods vehicles passing through Agra actually load or unload goods in the city).

2. The Project will continue and enlarge ongoing small-scale afforestation programs in TTZ. The Project will finance the planting of trees on 7,885 hectares (ha) of land in the districts of Agra, Mathura, Ferozabad and Hathras, all within TTZ, to develop a greenbelt for mitigating air pollution around the Taj Mahal and other historic monuments. The Forest Department will also implement community-managed plantations through sharing of the benefits with owners of land adjoining the strip plantations.

3. To facilitate the conversion of industries to cleaner fuel technology, the Project will provide a credit line, through a state-level financial intermediary, to the small-scale foundry industry in Agra and the glass industry in Ferozabad to changeover to gas-based furnaces, in compliance with Supreme Court orders. The Project will assist the Process and Product Development Center (PPDC) in developing a cost-effective gas-fired cupola furnace to meet the requirements of Agra foundry industries, and will assist the Center for Development of Glass Industry (CDGI) in identification of energy

efficient technology for glass industries in Ferozabad. CDGI will build upon the experience of the Swiss-funded pilot project.

4. Bypass roads will be constructed to divert heavy traffic from busy city roads. Traffic from Agra airport to Fatehpur Sikri and Rajasthan will be facilitated by constructing a one-km road and rail over bridge (ROB) to bypass the congested route through the city, and result in a saving in distance of nine km. A northern bypass road of 37 km, including one major and three minor bridges will be constructed to divert heavy traffic on the national highway (NH)-2 between Delhi, Kanpur and Kolkata. A 24 km section of the southern bypass road is already being constructed with government funding and will divert heavy traffic on highways connecting Delhi (NH-2), Jaipur (NH-11) and Mumbai (NH-3). The route has three railway crossings with sufficient train units to justify replacement of level crossings by ROB, which will be constructed under the Project. The second section of the southern bypass will also be constructed under the Project, to divert traffic coming from Gwalior/Mumbai on NH-3 and going to Kanpur/Kolkata on NH-2. It will also facilitate tourist traffic to go directly to the Taj Mahal, bypassing congested city roads.

5. Lack of smooth traffic flow in Agra city not only increases air pollution from vehicle emissions, but is a deterrent to tourists. Traffic flow and management will be improved at major traffic intersections by synchronizing traffic signals through computerized systems. Bridges will be widened to ease the traffic congestion. In addition, parking lots and pedestrian subways will be provided. The Project will also support conversion of commercial vehicles to cleaner fuel technology. It is proposed to replace about 300 diesel and petrol operated vehicles, in a phased manner, with those operating on batteries or compressed natural gas. This will initially be done for commercial vehicles operating within a 2.5 km radius of the Taj Mahal.

b. Water Supply, Sanitation and Drainage

1. The augmentation of water supply in Agra and Ferozabad cities is proposed to increase both quality and quantity of water supply for the projected population of 2.4 million and 1.1 million in 2031. The present level of supply in Agra is 98 liters per capita per day (Ipcd) and in Ferozabad only 40 Ipcd; this will be increased to 150 Ipcd in a phased manner. Ferozabad, which is dependent on inadequate groundwater supply, will be served by a new system drawing water from the Yamuna. The Project will rehabilitate and repair existing mains to reduce line losses, as well as expand the distribution system for piped water supply. The augmented system will cover ten zones in Agra and four zones in Ferozabad which currently are not served by the system. Pre-treatment of raw water will improve the quality of the supply. In poorer areas, hand pumps will be provided as a more affordable option. Effluent and alum sludge from the two existing waterworks at Agra are currently discharged untreated into the Yamuna. This pollution will be reduced by constructing sludge treatment plants, to treat and recycle the effluent from the water treatment process.

2. Only 36.5 percent of the approximately 8,360 ha area of Agra city, is covered by storm water drains extending over 21 km. Due to poor maintenance, most of the city drains have been reduced to cross-sections, causing flooding and unsanitary conditions. The Project will rehabilitate old drains and widen these to original sections. Agra city is divided into seven zones for sewerage and drainage purposes. At present, five out of seven zones of the city have no sewerage system, creating health hazards and ground/surface water pollution. Moreover, with proposed expansion of Agra water supply, it will be essential to augment sewage conveyance and treatment. The Project will provide a sewerage system and treatment of sewage generated in these five unserved zones.

3. The Project will address solid waste management problems in Agra and Ferozabad by providing equipment and upgrading management practices. Sanitary landfill sites will be developed, including leachate collection and removal systems, to replace existing dumping sites which are overflowing. Community toilets will also be provided, to further improve sanitation conditions. ANN has initiated public-private partnerships for solid waste management in some areas of the city, and this will be further encouraged through the Project.

4. The sewerage system in Ferozabad was introduced in 1970-71 and covered 25 percent of the town. Sewage is not treated. The Project will rehabilitate the existing system, and extend it to the rest of the town by providing sewers, sewage pumping systems, and sewage treatment plants. The town has a flat topography and during the rainy season most of the town is flooded, as there is no natural drainage to the river Yamuna. The few existing drains have inadequate capacity to carry the entire run off. The existing drainage system will be rehabilitated by improving the cross section and gradient. The system will also be expanded based on contour maps, and a drainage master plan that takes into account future development of the town based on the urban master plan.

5. Mansi Ganga is a lake situated in Goverdhan town near Mathura. The town is a major pilgrimage center, and has a very large floating population-up to 10 million visitors every July. The lake is being polluted due to flow of sewage from areas not served by the sewerage system. The Project will rehabilitate and expand the sewerage system to reduce discharge of sewage and sullage into the lake, and will increase its water carrying capacity by de-silting. Community sanitation facilities will also be provided.

III. Part C: Heritage Restoration and Conservation

a. Restoration of Monuments

1. ASI, established in 1861, is responsible for monuments of national importance. These include 323 monuments in Agra division and the three WHS-the Taj Mahal, Agra Fort, and Fatehpur Sikri. Under the Project, ASI will take up restoration and conservation works in the Taj Mahal, Agra Fort, Fatehpur Sikri and Akbar's tomb at Sikandra. In addition the Mehtab Bagh (Moonlight Garden), across the Yamuna from the Taj Mahal, will be restored and developed as part of the cultural heritage district. Works will include excavation and restoration of ruined structures, restoration of walls around the monuments, revival of traditional water supply systems, development of gardens, and provision of visitor facilities. The Project will also assist ASI in upgrading its skills and facilities, and in developing site management plans. The skills of local craftspersons engaged in the conservation and restoration works will be upgraded. b. Development of Cultural Heritage District

1. The Taj Mahal is a major tourist attraction for tourists who visit Agra. However, apart from this and other historical monuments, there are few attractions for tourists. Therefore, few tourists extend their stay in Agra, thus depriving the city of greater potential benefits from tourism. The rural landscape across the Yamuna provides a diametrical contrast to the environs of Agra Fort and the Taj Mahal, and enables a view of the Taj Mahal appearing to rise out of green fields. The Project will develop an area along the bank of the Yamuna as the Taj National Park. The site for the park is home to three villages, their farmlands, orchards and pastures, which will be integrated with the ecotourism development. Land management strategies are proposed keeping in mind the interests of the villagers and the need to promote ecological balance in the long run. Public health and sanitation needs of the villages will be met, and local crafts such as carpet weaving, shoe making and embroidery will be encouraged through establishing cooperatives and training workshops.

2. The historical significance of Yamuna riverbanks in Mughal history merits the concept of a cultural heritage district encompassing the Taj National Park. The conservation or reconstruction of the gardens will turn Agra into a riverfront city, expressed in its own unique Mughal forms, with garden buildings and tombs lining both sides of the Yamuna. The 36 views of the Taj Mahal are the key element in planning visitor access and circulation. In a phased development program, a riverfront promenade will link the Taj Mahal with the Taj Nature Trail, and then to the Taj National Park across a pedestrian bridge. The promenade will be extended to enable visitors to reach the Mehtab Bagh and other significant monuments such as Itmad-ud-Daulah's tomb. Camping facilities will also be provided. The construction of the bypass (ring road) will enable a link to the Taj National Park from the east. The Project will assist in developing visitor management systems and facilities.

IV. Part D: Poverty Alleviation

1. The Project will support ongoing DUDA programs for slum improvements, by developing 37 slum settlements in Agra and 15 in Ferozabad. Activities will include: (i) developing social and resource maps of the urban slums; (ii) making a status study to establish the demographic and physical profile of the slum areas within the urban limits; (iii) mobilizing and strengthening community-based organizations in the nature of neighborhood groups and community development societies to provide a platform for taking up further development activities; (iv) identifying problems and constraints of slum communities using participatory methods; (v) capacity building of slum communities adopting participatory approaches; (vi) facilitating convergence of different urban basic services within easy access of slum communities; and (vii) networking these services with main lines of urban basic services. Beneficiaries are expected to contribute 5 percent of the costs. -The component will include an awareness program, focused on health, hygiene and sanitation related issues. A key feature of the program is women's empowerment, through the establishment of self-help groups and thrift-and-credit societies. Women will also be provided with training to support income-generation activities. V. Part E: Implementation Assistance

1. Implementation assistance will cover incremental staffing and operations connected with project management and implementation. It will include the provision of project management services, vehicles, computers, survey equipment and services, and office and vehicle operating costs. Consulting services will cover the design and construction supervision for (i) water supply, sanitation and drainage improvements, (ii) construction of bypass roads, and (iii) road and traffic improvements in Agra. Project management services will support project management units at both the state and central level. The Project will also support capacity building of the ULBs to improve local governance through social mobilization, beneficiary choice, and social audit. NGOs will be recruited to help in this process. In addition, the Project will assist ULBs in developing institutional capabilities for revenue mobilization, and effective operations and maintenance.

SECTION D - PACKAGING AND MARKING**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

[FOR THIS SOLICITATION, THERE ARE NO CLAUSES IN THIS SECTION]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

Energy, Environment & Enterprise
USAID/India
New Delhi - 110021.

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is 52 months from award.

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit Report on the deliverables or outputs to the CTO as specified in the STATEMENT OF WORKS & Section G.

F.5 PROGRESS REPORTING REQUIREMENTS

The contractor shall fulfill the reporting requirement mentioned below:

a) Summary Quarterly Technical and Financial Reports. b) Quarterly detailed Technical Reports. c) Preliminary and Final Report at the end of each task. d) Overall final Report annually. e) Presentation on preliminary Reports.

F.6 LEVEL OF EFFORT

(a) The contractor shall devote ____ person-hours level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category below.

(b) The number of person-hours for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

(c) The level of effort by each labor category is estimated _____.

F.7 KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
------	-------

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.8 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse
1611 N. Kent Street, Suite 200
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USUSAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures			
[Document Number: XXX-X-XX-XXXX-XX]			

Line Item No.	Description	Amt vouchered to date	Amt vouchered this period

001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been pUSAID, or to the extent allowed under the applicable payment clause, will be pUSAID currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USUSAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Energy, Environment & Enterprise
US Agency for International Development
US Embassy, West Building
Shantipath, Chanakyapuri
New Delhi - 110 021

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is Mr. Ram K. Berry or his or her designee at:

Office of Energy, Environment & Enterprise
USAID/New Delhi/India
Telephone: 91-11-2419-8712

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) **Contractual Problems** - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:

Controllers Office
US Agency for International development
9000 New Delhi place,
Washington DC. 20521-9000.
Tel:91-11-2419-8447; FAx:91-11-2419-8454

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area: 386

Object Class:

Amount Obligated:

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Ford
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: 703) 354-0370
E-Mail: www.rutherford.com

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000 (United States) and 386 (India).

H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

NONE.

H.5 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas including India.

H.6 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have language proficiency to perform technical services.

H.7 PERSONNEL COMPENSATION

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent to the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non- performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase not more than _____ (COLA, %, or Company Policy) (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

Note: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week

(1) Nonoverseas Employees.

The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and

honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

(END-OF-CLAUSE)

H.8 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.9 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION ALTERNATE III (JUN 1999)	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	FEB 2002
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999

52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	7/02
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2002
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
	ALTERNATE II (SEP 1996)	
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984

752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.2 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

**I.3 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS
(MAR 1990)**

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of INDIA, or from which the Contractor or any subcontractor under this contract is exempt under the laws of India, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

**I.4 52.232-12 ADVANCE PAYMENTS (MAY 2001)
ALTERNATE II (MAY 2001)**

(a) Requirements for payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, , or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) Special account. Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the . None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) Use of funds. The Contractor shall withdraw funds from the special account only to pay for allowable costs as prescribed by the clause of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.

(d) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) above. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost of \$ 0 (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed \$. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience

of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) Interest. (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.

(iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.

(2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the financial institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92- 41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) Financial institution agreement. Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.

(h) Lien on Special Account. The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) Lien on property under contract. (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractors shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance. The Contractor represents and warrants that it maintains with responsible insurance carriers (1) insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality; (2) adequate insurance against liability on account of damage to persons or property; and (3) adequate insurance under all applicable workers' compensation laws. The Contractor agrees that, until work under this contract has been completed and all advance payments made under the contract have been liquidated, it will maintain this insurance; maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and furnish any certificates with respect to its insurance that the administering office may require.

(k) Default. (1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

(ii) A finding by the administering office that the Contractor has failed to--

(A) Observe any of the conditions of the advance payment terms;

(B) Comply with any material term of this contract;

(C) Make progress or maintain a financial condition adequate for performance of this contract;

(D) Limit inventory allocated to this contract to reasonable requirements; or

(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.

(v) The commission of an act of bankruptcy.

(2) If any of the events described in subparagraph (1) above continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.

(ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (1) above.

(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in subparagraph (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) Information and access to records. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) Representations and warranties. The Contractor represents and warrants the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under the contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations and warranties shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over \$ a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding \$ in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

I.5 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than,

the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.6 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to

property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d) (1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.

(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--

(i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; or

(ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--

(1) Warranty of technical data;

(2) Ground and flight risks or aircraft flight risks; or

(3) Government property.

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I.8 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travellers and the dates and times of arrival.

I.9 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

Attachment 1. - Identification of Principal Geographic Code Numbers

Attachment 2. - USAID Form 1420-17 - Contractors Biographical Data sheet

Attachment 3. - SF LLL - Disclosure of Lobbying Activities

Attachment 4. - Certificate of current Cost and Pricing Data

A hard copy of each is attached at the end of this document, for an electronic version please locate the form at http://www.usaid.gov/procurement_bus_opp/procurement/forms/

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**(a) Definitions.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street (street address, city, state, county, code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent
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K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____].]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.8 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.9 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.10 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

K.11 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.12 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	MAY 2001
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT -- CONSTRUCTION MATERIALS	MAY 2002

L.2 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must-

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of-

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a COST REIMBURSEMENT contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. J. J. Kryschal
Regional Contracting Officer

Hand-Carried Address:

USAID/ American Embassy
Shantipath, Chankyapuri
New Delhi - 110021. India.
Tel: 91-11-2419-8796; Fax:91-11-2419-839
Email: jkryschal@usaid.gov

Mailing Address:

Regional Contracting Officer
Department of State/USAID
9000 New Delhi Place,
Washington DC.20521-9000
Fax: 91-11-2419-8454/8612.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror should submit the proposal either

(i) electronically - internet email (indiarfp@usaid.gov) with up to 9 attachments (4MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or

(ii) via regular mail - sending two paper copies of a technical proposal and one original and two copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of two paper copies of a technical proposal and one original and two copies of a cost proposal to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages, OVER 40 PAGES WILL NOT BE EVALUATED, and shall be written in English and typed on standard 8 1/2" x 11" paper (210 mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

(d) The technical proposal should, at a minimum, include the following:

A short precis which describes the Offeror's understanding of the project and its Goals.

As a key part of the technical proposal, the Offeror shall propose a performance based Implementation plan for each task of the proposed contract. This plan will cover result-oriented tasks to be accomplished/performed or set forth the major results, milestones and activities corresponding with the utilization of the resources within the statement of works of the contract.

This plan will serve as the Monitoring & Evaluation tool for both the contractor and the USAID.

Offerors should describe how they plan to undertake effective monitoring and evaluation to assure accomplishment of contract objectives, and discuss other internal management systems considered by the Offeror to be important for effective contract implementation.

The Offeror shall describe its capabilities by including discussions that:

a) Describe the credentials, capabilities and experience of the Key Personnel or experts identified for this project, in an appendix, resumes and other information consistent with and appropriate to the role each will play

- b) Document relevant to prior or current corporate experience of participating organizations in the related field including Indian Firm
- c) Show responsibilities and lines of authority among the various project participants, including the applicant and sub-contractors and the roles of the key personnels and percentage of their time devoted to the proposed project
- d) Include a debrief description of proposed reporting,

Project Plan:

The Offeror will also provide Work Breakdown Structure, Test Plans, if appropriate, and milestones schedule showing major decision points. The project should be structured according to that described in the Scope of Work. Time period for overall completion and time required for each task will be clearly indicated in bar/gantt chart format.

The Offerors shall also include a statement understanding the project concepts and his prior experience of handling projects with similar activities in any developing country particularly in asian region.

Requirement for Past Performance References are required please see FAR 15.305(a)(2). The Offeror shall submit as part of its proposal a list of at least five, current or past awards and sub-awards that are similar in size, scope and complexity to the statement of work in the solicitation. This list should be attached as an annex to the technical proposal.

L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

- a) Each Offeror shall provide a budget for each task listed in the statement of work. Supporting information should be provided in sufficient details to allow a complete analysis of each line item cost. This is to onclude a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed sub-contract.
- b) The Offeror is a joint venture or partnership, the proposal must include a copy of the agreement between the parties to the joint venture or the partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have full responsibility for negotiation of the contract, which willl aslo have the responsibility, how work will be allocated, and the express agreement of the principals thereto to be held jointly or severally liable for the acts or omissions of the other.
- c) Details of the Offeror s management structure as it relates to performance of activities described in Section C.
- d) The representation and certifications as set forth in Section K of the solicitation with the last page signed. This should be completed by the sub-contractors (if any) as well.
- e) Audited Balance sheets and Profit & Loss statements for the last 2 fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheet and profit & loss statements for the current fiscal year may be

unaudited). The profit & Loss statement should include details of the cost of services sold, and be annotated by either the auditor or Offeror to delineate the Offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

f) A copy of Offeror's relevant personnel policies in effect at the time of Offer is submitted.

g) A copy of the Offeror's relevant travel policies in effect at the time of the offer is submitted.

h) Although it is not mandatory, the offeror may submit details of the budget tables on a 3.5" diskette. The budget tables of the cost proposal should be organized so that a summary table matching the budget table at section B4. is available.

i) In the proposal the contractor shall provide a Statement of Work with sufficiently detailed Work breakdown structure (e.g. tasks and sub-tasks) to permit a logical estimation of costs, time requirements and distribution of the total effort. Work Locations and skill levels shall be indicated.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION CRITERIA**

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

EVALUATION CRITERIA

The proposals will be evaluated according to the following technical evaluation criteria. The relative importance of each criterion is indicated by the number of points assigned; a total of 100 points are possible.

I. Technical Approach: Each proposal will be evaluated for:

A. The offeror will be evaluated based on its submission of a draft implementation plan detailing its approach to achieving specified deliverables/results, as set forth in the Statement of Work. The contractor will also be evaluated based on his/her understanding of the work and soundness of its proposed strategy, as indicated and demonstrated in the implementation plan. (25 pts)

B. Familiarity in promoting environmental management systems (EMS), clean technologies and decentralized renewable energy projects, and alternative energy driven vehicles' demonstration programs and experience in the implementation of similar projects. (10 pts)

C. Familiarity and experience in working with municipalities/local bodies, private sector and NGOs for improved water and sanitation services, such as, drainage, waste water treatment and solid waste management. (10 pts)

D. Past performance and track record: Past experience in working with the private sector and NGOs to promote commercially-oriented technology transfer models and facilitating partnerships, including leveraging resources from other sources and coordination with other donors. Track record in planning and implementing similar programs/activities in India. (10 pts)

E. Personnel: Each proposal will be evaluated for:

The demonstrated experience of the proposed team in successful implementation of similar programs as described in the SOW. (15 pts)

II. Cost Proposal (30 pts)

The cost evaluation is essential factor in determining the final award and ability to remain in the competitive range. Additionally, the cost evaluation shall be carefully considered in determining the best value to the US Government. It is imperative that the cost proposal reflects a cost conscience approach. The Contracting Officer will evaluate the cost proposal to determine if prices are fair and reasonable.

Offerors are reminded that the Government is not obligated to award a contract on the basis of the lowest proposed cost (see FAR 16.605) or to the offeror with the highest technical evaluation score. The cost Proposal should be forwarded separately from the technical proposal. The cost data should be in worksheet format.

The cost proposal will be evaluated as follows:

The Government shall evaluate the total cost proposal for the principal tasks identified in Section C for realism, completeness and reasonableness.

Total Estimated Cost (TEC) - 10 Points

The lowest total cost proposal will be awarded full 10 points. The second lowest cost proposal will be awarded 6 points. The third lowest cost proposal will be awarded 4 points. The fourth Lowest cost proposal will be awarded 3 points. The fifth lowest cost proposal will be awarded 2 points. The sixth lowest cost proposal will be awarded 1 point.

ONLY 6 lowest cost proposals will receive points.

CLARITY -- 10 points.

Offerors must make obvious connections between their technical proposal and costs proposed for those elements. Our idea is referencing in the cost proposal of the pages or elements that are in the technical proposal. It must be possible for the evaluator to readily understand the amount and the kind of labor and other resources which are being utilized for accomplishing the indicated deliverables.

COST REALISM and REASONABLENESS - 10 points

The government shall evaluate the total costs proposed for the principal tasks identified in scope of work for Realism, completeness and reasonableness.

M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

**M.3 CONTRACTING WITH SMALL BUSINESS CONCERNS AND
DISADVANTAGED ENTERPRISES**

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

ATTACHMENT 1**IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)				2. Contractor's Name		
3. Employee's Address (include ZIP code)			4. Contract Number		5. Position Under Contract	
			6. Proposed Salary		7. Duration of Assignment	
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)		
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (include all college or university degrees)					13. LANGUAGE PROFICIENCY (See Instructions on Reverse)	
NAME AND LOCATION OF INSTITUTE		MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking
14. EMPLOYMENT HISTORY 1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.						
POSITION TITLE		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Annual Salary
				From	To	Dollars
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)						
SERVICES PERFORMED		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Days at Rate
				From	To	Daily Rate in Dollars
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.						
Signature of Employee					Date	
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)						
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.						
Signature of Contractor's Representative					Date	

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. CONTRACT <input type="checkbox"/> b. GRANT <input type="checkbox"/> c. COOPERATIVE AGREEMENT <input type="checkbox"/> d. LOAN <input type="checkbox"/> e. LOAN GUARANTEE <input type="checkbox"/> f. LOAN INSURANCE	2. Status of Federal Action: <input type="checkbox"/> a. BID/OFFER/APPLICATION <input type="checkbox"/> b. INITIAL AWARD <input type="checkbox"/> c. POST-AWARD	3. Report Type <input type="checkbox"/> a. INITIAL FILING <input type="checkbox"/> b. MATERIAL CHANGE FOR MATERIAL CHANGE ONLY: YEAR _____ QUARTER _____ DATE OF LAST REPORT _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE TIER _____, IF KNOWN: Congressional District, if known: _____ 6. Federal Department/Agency		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Congressional District, if known: _____ 7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number if known:		9. Award Amount if known:
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)		b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)
(attach Continuation sheet(s) SF LLL-A, if necessary)		
11. Amount of Payment (check all that apply): _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. RETAINER <input type="checkbox"/> b. ONE-TIME FEE <input type="checkbox"/> c. COMMISSION <input type="checkbox"/> d. CONTINGENT FEE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. OTHER; SPECIFY: _____
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services performed or to be Performed and Date(s) or Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation sheet(s) SF LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL

INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

ATTACHMENT 4
CERTIFICATE OF CURRENT COST AND PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ are accurate, complete, and current as of _____.**

FIRM: _____

NAME: _____

TITLE: _____

DATE OF EXECUTION: _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP Number).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.